CITY OF BLUE LAKE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to use the Blue Lake Gymkhana Grounds and participate in related activities, I for myself, my successors, heirs, assigns, executors, and administrators, and those using the gymkhana grounds and participating under my authority and license:

- 1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area;
- 2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity.
- 3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity.
- 4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Blue Lake, and its officers, employees, and agents attributable to my participation in the event or activity;
- 5. Release, waive, discharge and relinquish the City of Blue Lake and its officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;
- 6. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
- 7. Agree to waive, to release, and to hold the City of Blue Lake, its employees, agents, volunteers, and any other person, organization, firm and/or corporation charged or chargeable with responsibility and/or liability for the City of Blue Lake, free and harmless from any and all claims, demands, costs, expenses, loss of service, action, and causes of action by any person or persons, including above-named participant and anyone else participating under my authority and license, for injuries to any person or persons and/or damage to property arising out of my use of the Blue Lake Gymkhana Ground.

| THIS DOCUMENT RELIEVES THE CITY OF BLUE LAKE AND OTHERS FROM LIABILITY FOR |
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| PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY |
| NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP |
| SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY. |

| NEGLIGENCE. I HAVE READ THIS | S DOCUMENT, UNDERSTAND THA | T I HAVE GIVEN UP |
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| SUBSTANTIAL RIGHTS BY SIGNIN | NG IT, AND SIGN VOLUNTARILY. | |
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